

COLLECTIVE BARGAINING

By and Between

**BOROUGH OF FAIRVIEW
BERGEN COUNTY, NEW JERSEY**

and the



**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

BLUE COLLAR UNIT

January 1, 2010 - December 31, 2010

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This agreement entered into this first day of MAY 2010, by and between the Borough of Fairview in the County of Bergen, New Jersey, hereinafter called the "Borough", and United Public Service Employees Union ("UPSEU"), hereinafter called the "Union", represent the complete and final understanding on all the bargainable issues between the Borough and the Union.

ARTICLE I RECOGNITION

Section A - The Borough recognizes the Union as the collective bargaining representative for all Blue Collar workers in the Road Department, Buildings & Grounds Department and Sanitation Department covered by the job titles and provisions of Schedules "A" attached hereto.

ARTICLE II MANAGEMENT RIGHTS

Section A - The right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject only to the limitations of this Agreement and applicable State law, is vested in and retained by the Borough.

ARTICLE IIA EMPLOYEE RIGHTS

Section A - Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey State Statutes or Civil Service Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section B - Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, provided such activities do not violate any local, State or Federal law.

Section C - Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative elected or approved by UPSEU. When an employee is not represented by UPSEU shall have the right to be present and to state its views at all stages of the grievance procedure.

Section D - No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representatives any member of UPSEU or any other participant in the grievance procedure by reason of such participation.

ARTICLE III GRIEVANCE PROCEDURE

As set forth in N.J.A.C. Title 9

Section A - SUSPENSIONS, DEMOTIONS, REMOVALS

In any case where a permanent employee in the classified service as defined in the Civil Service Rules and Regulations is issued a preliminary notice of disciplinary action involving, (a) suspension for more than five (5) days at one time, (b) the third suspension or third fine in one calendar year or suspensions aggregating more than fifteen (15) days in one calendar year, (c) demotion, or (d) removal, the Mayor and Council shall conduct a hearing on the matter. The procedures set forth in the Civil Service Rules and Regulations shall be binding.

Section B - GRIEVANCES

Any grievance relating to the position, wages, or working conditions of an employee covered by this Agreement shall be handled in the manner set forth below:

1. The employee should discuss the grievance with his immediate supervisor. He may be represented by a member of UPSEU declined to represent the employee, he or she shall have the right to proceed without such representation. If the employee or UPSEU is not satisfied with the result of the discussion with his supervisor, either may file a written notice of grievance with the employee's Department Head. If, for any reason, the employee or UPSEU does not wish to discuss the grievance with the employee's supervisor, the procedure may be begun with the written notice to the Department Head.
2. The Department Head shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the employee and UPSEU of such decision immediately thereafter and forward to each a copy of his determination.
3. The employee or UPSEU may appeal the decision of the Department Head to the Borough Administrator if either is unsatisfied with the result by filing a written notice of appeal with the Borough Administrator, at the same time forwarding copies of all previous writings on the matter. Within the next ten (10) days the Borough Administration shall conduct a hearing and shall thereafter render a written determination within ten (10) days of the close of the hearing and shall advise both the employee and UPSEU of such decision and forward to each a copy of his determination.
4. The employee or UPSEU may appeal the decision of the Borough Administrator if either is unsatisfied with the result, by filing a written notice of appeal with the Mayor and Council and, at the same time, forwarding copies of all previous writings on the matter. Within the next ten (10) days,

the Mayor and Council shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and UPSEU of such decision immediately thereafter and forward to each a copy of their determination.

5. If the grievances are not settled by the steps outlined above, UPSEU or the employee, within ten (10) working days after receipt by the employee and UPSEU of the Mayor and Council's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter PERC). PERC shall appoint an arbitrator to hear the grievance. The arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after completion of the hearing and shall be final and binding upon both parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE IV WORK WEEK

- Section A - The normal work week for the Road Department shall be Monday through Friday consisting of forty (40) hours per week, (8) hours a day, five (5) days per week. The hours shall be set by the Mayor and Council as recommended by the Superintendent of Public Works. However, no day shall start earlier than 7:00 A.M. or end later than 4:00 P.M. with a one half ($\frac{1}{2}$) hour unpaid lunch period.
- Section B - The normal work week for the Building and Grounds Department shall be Monday to Friday consisting of forty (40) hours per week, seven (7) hours a day, five (5) days a week. The hours shall be set by the Mayor and Council as recommended by the Superintendent of Public Works. However no day shall start earlier than 7:30 A.M. or end later than 5:00 P.M. with a one half hour ($\frac{1}{2}$) for an unpaid lunch period.
- Section C - The normal work week for the Sanitation Department is forty (40) hours per week.
- Section D - All work performed in excess of specified hours in any work day or any work week shall be paid at the rate of time and on half ($1\frac{1}{2}$) the regular straight time rate.
- Section E - All work performed on a Sunday or a holiday shall be paid at the rate of double (2x) the regular straight time rate, and in addition a day paid at straight time for the holiday as such.

ARTICLE V HOLIDAYS

Section A - All full time employees shall be entitled to holiday leave of absence with pay in celebration of the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Presidents Day	Veteran's Day
Good Friday	General Election Day
Memorial Day	Thanksgiving Day and the day following
	Christmas Day

If any of the above holidays fall on a Saturday or Sunday, the following shall be adhered to:

1. If the holiday falls on Saturday, same shall be celebrated on the preceding day, namely, Friday;
2. If the holiday falls on Sunday, same shall be celebrated on the following day, namely, Monday.

Section B In the event that during their term of this Agreement, any other employees of the Borough of Fairview are granted a holiday in addition to the holidays set forth in sub-paragraph A above, the employees covered by this Agreement shall also be granted such holiday.

Section C - Nothing herein shall prevent the Mayor and Council from granting additional holidays if it sees fit to do so.

Section D - Any employee absent for work for any reason, either before or after a work holiday, shall receive only straight time for the holiday.

ARTICLE VI VACATIONS

Section A - All full time employees hired prior to January 1, 1998, shall be entitled to paid vacation in accordance with the following schedule:

1. From date of hire through December 31st of the year of hire:
1 vacation day for each 30 days employment;

2. From January 1st of first (1st) full calendar year after date of hire through December 31st of third (3rd) full calendar year after date of hire:
12 vacation days;
3. From January 1st of fourth (4th) full year after date of hire through December 31st of eighth (8th) full calendar year after date of hire:
15 vacation days;
4. From January 1st of ninth (9th) full year after date of hire through December 31st of eighteenth (18th) full calendar year from date of hire:
20 vacation days;
5. From January 1st of nineteenth (19th) full year after date of hire and thereafter:
25 vacation days;

The following shall be the vacation schedule for all employees hired as of January 1, 1998, and thereafter:

1. From January 1st of the first (1st) full year through December 31st of the third (3rd) full year:
10 vacation days;
2. From January 1st of the fourth (4th) full year after date of hire through December 31st of the sixth (6th) full year:
12 vacation days;
3. From January 1st of the seventh (7th) full year through December 31st of the tenth (10th) full year:
15 vacation days;
4. From January 1st of the eleventh (11th) full year and thereafter:
20 vacation days.

Where in any calendar year when the vacation or any part thereof is not granted or taken, such vacation periods or parts thereof shall accumulate and shall be granted during the next succeeding calendar year only.

**ARTICLE VII
HOSPITALIZATION AND INSURANCE BENEFITS**

- Section A - The Borough shall provide, at no cost to the employees, those hospitalization and medical payments benefits provided in the New Jersey Health Benefits Plan covering employees and their dependents, including, but not limited to benefits as described in policies issued by Blue Cross, Blue Shield (750), Rider J. and Major Medical or comparable insurance.
- Section B - The Borough shall also provide, at no cost to the employees, dental insurance as provided by the New Jersey Dental Plan or comparable.
- Section C - In the event that the insurance carriers presently carrying the hospitalization, medical and dental insurance for the Borough shall refuse to carry or continue said insurance coverage, the Borough shall immediately apply to a new insurance company or companies for the comparable insurance as is now provided and shall provide that there shall be no interruption of insurance coverage afforded.
- Section D - The Borough shall provide and pay hospitalization, medical and dental insurance for all full time employees and their dependents upon their retirement after a minimum of twenty five (25) years of service.
- Section E - The Borough shall provide life insurance coverage on the lives of each of its employees in the amount of ten thousand dollars (\$10,000.00). The Borough shall pay the complete premium.
- Section F - The Borough shall adopt and implement a deferred compensation plan through the retention of the Variable Annuity Life Insurance Company as administrative contractor with the responsibility for drafting a deferred compensation plan that meets applicable I.R.S. and State of New Jersey guidelines. Enrollment in the deferred compensation plan shall be offered to all employees covered by this agreement, and enrollment in the said plan shall be on a voluntary basis.

**ARTICLE VIII
SICK LEAVE**

- Section A - Sick leave is hereby defined to mean absence from post or duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care of attendance of such employee.

- Section B - Sick leave with pay shall be granted to all full time employees of not less than one working day for each month of service during the first (1st) calendar year and fifteen (15) working days for each calendar year thereafter. All employees hired after January 1, 1998, shall receive twelve (12) sick days. If any such employee requires none or only a portion of such allowable sick leave for any calendar year the amount of sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.
- Section C - Accumulated sick leave shall be determined and calculated from the date of employment or from the date the Borough adopted Civil Service, whichever date is later.
- Section D - If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who shall be absent on sick leave for three (3) or more consecutive working days, upon request by the Borough shall be required to submit acceptable medical evidence substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment if request by the Borough. The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE IX BENEFITS ON TERMINATION

- Section A - **UNUSED SICK LEAVE**
Each employee who resigns or retires at any time shall receive a payment equal to one half (½) of the employee's accumulated sick leave days multiplied by the employee's base rate of daily compensation at the time of his or her resignation or retirement, provided that:
- (a) No such payment shall exceed fifteen thousand dollars (\$15,000.00).
 - (b) No unused sick leave prior to the adoption of Civil Service by the Borough shall be counted.

**ARTICLE X
WORK-BELATED INJURIES OR SICKNESS**

Section A - The Borough shall make payment of his or her full salary to any employee who receives an injury or illness as a result of or arising out of the employee's employment with the Borough, which injury or illness prevents the employee from performing his or her duties, provided that the employee assigns and pays over to the Borough any payments made to him or her for temporary disability under the Workmen's Compensation laws of the State of New Jersey.

**ARTICLE XI
PERSONAL DAYS**

Section A - In addition to any other leaves of absence set forth herein, all employees hired prior to January 1, 1998, shall be entitled to four (4) personal days each year with pay to conduct personal business. All employees hired after January 1, 1998, shall receive two (2) personal days each year with pay to conduct personal business. Personal days cannot accumulate from year to year.

Section B - In addition to any other leaves of absence set forth herein, each employee hired prior to January 1, 1998, with ten (10) years of service or more, shall be entitled to five (5) personal days each year with pay to conduct personal business. All employees hired after January 1, 1998, with ten (10) years of service or more, shall be entitled to three (3) personal days each year with pay to conduct personal business.

**ARTICLE XII
SALARIES AND COMPENSATION**

Section A - 1. Each employee shall receive a three percent (3%) wage increase effective January 1st of each respective year of the contract, inclusive of the Step increase.

The General Supervisor shall receive a salary of one thousand dollars (\$1,000.00) above that of the highest paid employee in the Road Department effective January 1, 2003.

2. In addition to the said salary, the Mechanics shall be provided an allocation of three hundred (\$300.00) for each year of this contract to purchase tools. The Mechanic must submit a voucher and invoice for the purchase of said tools prior to the release of any funds.

3. It is further agreed that during the life of the contract, the Borough may require the said employees to work a forty (40) hours week. When employees work the said forty (40) hour work week, they shall be paid salaries in accordance with appropriate schedule set forth above. The salary for the Maintenance Repairer shall be based upon a forty (40) hour work week and shall be the same salary as for all employees hired after January 1, 1998.
4. The salaries for employees hired after January 1, 2004, shall be twenty-five thousand dollars (\$25,000.00). Any individual hired during the Contract term shall receive a three percent (3%) increase for each subsequent year through the Contract term.
5. A part-time Groundskeeper position shall be added to the contract with a salary range of thirteen dollars (\$13.00) per hour to sixteen dollars (\$16.00) per hour, not to exceed twenty-five (25) hours per week.
6. A full time Groundskeeper position shall be added to the contract. The workweek shall be five (5) days per week, forty (40) hours per week total. The starting annual salary this position shall be \$30,160.00.

Section B - Full time employees shall be paid on a weekly basis on Thursday.

ARTICLE XIII LONGEVITY

Section A - All full time employees hired prior to January 1, 1998, shall receive longevity pay of two percent (2%) of their annual base salary for every four (4) years of service with a maximum of ten (10%) percent for twenty (20) years or more of service. All employees hired after January 1, 1998, shall receive two percent (2%) longevity after four (4) years, four percent (4%) after eight (8) years, six percent (6%) after twelve (12) years and seven and one-half percent (7½%) after sixteen (16) years.

Section B - Longevity shall be effective after the completion of the third (3rd), seventh (7th), eleventh (11th), fifteenth (15th), nineteenth (19th) full years of employment in accordance with the following schedule:

0 years through 3 years:	0%
4 years through 7 years:	2%
8 years through 11 years:	4%
12 years through 15 years:	6%
16 years through 19 years:	8%
20 years and over:	10%

- Section C - Employees who become eligible for a longevity payment during the current calendar year plus one (1) day will receive the payment from the first (1st) of the year. The longevity payment will be calculated once each year as of January 1st for each eligible employee.
- Section D - The longevity payment will be computed on the amount of the base salary of the employee at the time he becomes eligible for a longevity payment and each year thereafter on January 1st. The annual base salary for full time employees with more than one classification or title shall be, for the purpose of computing longevity, the sum total of the salary and wages accrued for each classification or title. The annual base salary shall include payments made to any employee for services rendered by the employee outside the scope of his title, including payments made to the foreman in compensation for his maintaining the sanitation vehicles as far as minor repairs are concerned. Overtime will not be considered in computing longevity payment.
- Section E - Longevity payment will be computed from the time the employee first became employed by the Borough.
- Section F - Longevity payment shall be added to an employee's base salary and shall be paid accordance with the same procedure as for salaries.

ARTICLE XIV MISCELLANEOUS

- Section A - **CLOTHING ALLOWANCE**
Each employee shall be entitled to an annual clothing allowance covering those items not provided by the Borough such as work shoes, gloves, etc., of three hundred dollars (\$300.00) annually, payable in two (2) equal installments in each year of the contract, on January 1st, and July 1st. Only those employees actually employed by the Borough on the said date shall be entitled to such payment.
- Section B - When an employee is called back to duty after the working day is completed he shall be entitled to a minimum payment of two (2) hours or the actual amount of time worked, whichever is greater. This shall not apply in the case of employees required to work overtime in conjunction with a regular tour. The time shall begin to run from the time the employee clocks into work.
- Section C - Employees will be transferred to the Sanitation Department when deemed necessary by the Superintendent of Public Works and/or the Mayor and Council. In emergency cases employees will be temporarily reassigned as necessary to other departments until the emergency is over.

Section D - For calendar year 2009 - 2010 the Sanitation Department and Road Department employees shall receive the following:

	<u>Sanitation Dept</u>	<u>Road Department</u>
Pairs of Pants	4	4
T-Shirts	4	4
Spring Jackets	1	1
Button shirts	4	4
Sweat shirts	4	4
Winter jacket	1	1

Section E - Each employee shall be entitled to two (2) coffee breaks; per day, each consisting of fifteen (15) minutes, one (1) each morning and one (1) each afternoon.

Section F - A committee shall be established consisting of a representative of the Blue Collar Unit, a representative of the White Collar Unit, and a representative of the Borough to discuss and review the language contained in this Agreement in an effort to resolve ambiguities, and remove and/or resolve conflicting or archaic language. The recommendations of the committee shall be presented to the respective bargaining units and to the Mayor and Council of the Borough for review and for the approval of any action as may be necessary. It is expressly understood that the recommendations of the committee referred to above are advisory in nature and are subject to final approval by the governing body and the respective bargaining units.

Section G - A committee shall be established, consisting of a representative of the Blue Collar Unit and a representative of the White Collar Unit which committee shall be authorized on behalf of the respective bargaining units to present to a designated representative of the Mayor and Council a proposed disability plan for the benefits of Municipal employees. It is expressly understood and agreed that consideration and/or adoption of any such proposed disability plan shall be within the sole discretion of the Mayor and Council, and that this paragraph does not bind the Mayor and Council to adoption of any disability benefits program or proposal.

Section H - **JOB POSTING**

The Employer shall post any available jobs in the bargaining unit. Current bargaining unit employees shall be able to bid on jobs, if qualified.

**ARTICLE XV
BEREAVEMENT LEAVE**

Employees shall be entitled to three (3) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employee's household.

**ARTICLE XVI
PAYROLL DEDUCTIONS**

Section A - Payroll deductions from employees' salaries for dues to UPSEU, Clerical and Public employees, shall be made by the Borough upon submission by UPSEU to the Borough of notification by the employee authorizing the Borough to deduct the dues from his pay and to forward same to UPSEU.

**ARTICLE XVII
MAINTENANCE OF BENEFITS**

Section A - Except of this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to the employees covered by this Agreement as established by the rules, regulations and/or policies of the Borough in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

**ARTICLE XVIII
SEPARABILITY**

Section A - If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XIX
SAFETY EQUIPMENT**

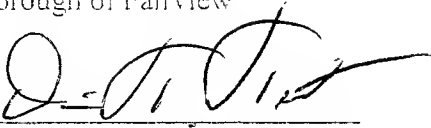
The parties agreed that the Borough would provided necessary safety equipment to the employees. the Borough also agreed to install a toilet and a wash sink in the Road Department Building. (Building Mechanics Garage) . The Borough agreed to furnish a first aid kit to be available at the building in the case of emergency treatment.

ARTICLE XX
TERM

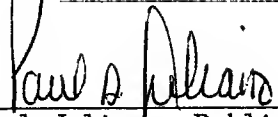
Section A - This Agreement shall become effective and is retroactive to January 1, 2010, and shall remain in full force and effect until midnight of December 31, 2010.

Section B - In the event the parties do not enter into a new Agreement on or before December 31, 2010, then this Agreement shall continue in full force and effect until a new Agreement is executed.

Borough of Fairview

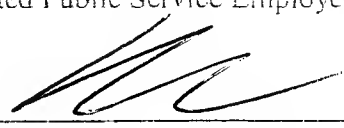

Diane T. Testa, Borough Clerk

Dated: _____

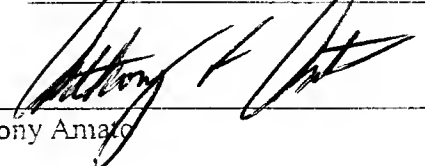

Paul Julianio, Public Works
Superintendent/Assistant
Administrator/Personnel


Vincent Bellucci, Jr., Mayor

United Public Service Employees Union


Kevin E. Boyle, Jr., President

Dated: 5/24/13 _____


Anthony Amato

Dated: _____

SCHEDULE "A"

1.	<u>JOB TITLES</u>	<u>GRADE</u>
	LABORER	1
	EQUIPMENT OPERATOR	2
	EQUIPMENT OPERATOR, SWEEPER	2
	MECHANIC	3
	BUILDING MAINTENANCE WORKER	A
	MAINTENANCE REPAIRER	B
	SENIOR MAINTENANCE REPAIRER	C
	GENERAL SUPERVISOR, PUBLIC WORKER	4
	SUPERVISOR, PARKS & GROUNDS	5

2. Together with all those titles covering employees who are or will be performing similar work which is generally considered to be "Blue-Collar" work in the Road Department and in the Building and Grounds Department who are not Department Heads.

SCHEDULE "B"
DEPARTMENTS A & B

<i>TITLE</i>	<i>2009</i>	<i>2010</i>
Prior 1999		
Laborer Heavy	\$53,539.97	\$55,146.17
Mechanic	\$60,866.56	\$62,692.56
Equipment Operator	\$54,773.21	\$56,416.41
Custodial Worker	\$50,037.35	\$51,538.47
After 1999		
Laborer	\$27,107.85	\$27,921.09
Building Maintenance	\$37,595.00	\$38,722.85
Worker/Messenger	\$45,868.99	\$47,245.06
Truck Driver		
Equipment Operator	\$36,100.43	\$37,183.44
Groundskeeper		\$30,160.00
Laborer (2009)	\$25,000.00	\$25,750.00

*

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The General Supervisor shall receive a salary of \$1,000.00 above that of the highest paid employee in the Road Department effective January 1, 2003.

1

In addition to the said salary, the mechanics shall be provided an allocation of \$300.00 for each year of this contract to purchase tools. The mechanic must submit a voucher and invoice for the purchase of said tools prior to the release of any funds.

2

It is further agreed that during the life of the contract, the Borough may require the said employees to work a forty (40) hour work. When employees work the said forty (40) hour work week, they shall be paid salaries in accordance with appropriate schedule set forth above. The salary for the

maintenance repairer shall be based upon a forty (40) hour work week and shall be the same salary as for all employees hired after January 1, 1998.